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ARMY REGULATION

No. 600-15

\*AR 600-15

HEADQUARTERS  
DEPARTMENT OF THE ARMY  
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# PERSONNEL—GENERAL

## INDEBTEDNESS OF MILITARY PERSONNEL

Effective 28 September 1979

*This regulation is codified as 32 CFR Part 513 in the Federal Register issue of 28 September 1979.*

*This revision updated Army policy and procedures governing private indebtedness of Army military personnel; expands guidance for processing claims; implements provisions of Public Law 95-109, Fair Debt Collection Practices Act, which forbids debt collectors from contacting commanders without prior consent of the debtor or without a court order. Local supplementation of this regulation is permitted, but not required. If supplements are issued, Army Staff agencies and major commands will furnish one copy each to HQDA (DAPC-EPA-P), Alexandria, VA 22331; other commands will furnish one copy of each to the next higher headquarters.*

*Interim changes to this regulation are not official unless they are authenticated by The Adjutant General. Users will destroy interim changes on their expiration date unless sooner superseded or rescinded.*

	Paragraph	Page
CHAPTER 1. GENERAL		
Purpose .....	1-1	1-1
Applicability .....	1-2	1-1
Explanation of terms .....	1-3	1-1
Policy .....	1-4	1-1
Banks and credit unions .....	1-5	1-1
Fair Debt Collection Practices Act .....	1-6	1-2
Wage earner plans of the Bankruptcy Act .....	1-7	1-2
Locator service .....	1-8	1-2
CHAPTER 2. IMMEDIATE COMMANDER'S RESPONSIBILITY		
Commander's action .....	2-1	2-1
Procedures for routing complaints .....	2-2	2-2
Processing debt complaints based on dishonored checks .....	2-3	2-2
Inquiries from MILPERCEN .....	2-4	2-3
3. FILING ADVERSE DATA IN CASES OF INDEBTEDNESS		
General .....	3-1	3-0
Responsibility of immediate commander .....	3-2	3-0
Responsibility of commanders exercising general court martial jurisdiction .....	3-3	3-0
4. CONDITIONS CREDITORS MUST MEET BEFORE OBTAINING ASSISTANCE IN DEBT PROCESSING		
Authority .....	4-1	4-1
State Laws .....	4-2	4-1
Debt processing .....	4-3	4-1
Debt complaints returned to creditors without action .....	4-4	4-2
Cancellation of debt processing privilege .....	4-5	4-3
Exemptions from Full Disclosure and Standards of Fairness .....	4-6	4-3

\*This regulation supersedes AR 600 15, 11 February 1970, including all changes

**AR 600-15**

	<b>Paragraph</b>	<b>Page</b>
<b>APPENDIX A. STANDARDS OF FAIRNESS .....</b>		<b>A-1</b>
<b>B. CERTIFICATE OF COMPLIANCE .....</b>		<b>B- 1</b>
<b>C. FULL DISCLOSURE INFORMATION.....</b>		<b>C-0</b>
<b>D. TABLE FOR COMPUTING APPROXIMATE ANNUAL PERCENTAGE RATE FOR LEVEL MONTHLY PAYMENT PLAN (fold-in) .....</b>		<b>D- 1</b>
<b>E. EXAMPLES OF REPLIES TO CREDITORS REQUEST FOR ASSISTANCE .....</b>		<b>E-1</b>

## CHAPTER 1 GENERAL

**1-1. Purpose.** To give Army policy and guidance in handling debt claims against Army soldiers.

**1-2. Applicability.** *a.* This Army regulation (AR) applies to all Active Army members and to creditors (para 1-3a) who seek help in processing debt complaints against members.

*Note.* A debt collector is not a creditor.

*b.* It does not apply to—

(1) Army National Guard and Army Reserve members not on active duty except as noted in paragraph 2-2e.

(2) Claims for support of dependents (AR 608-99).

(3) Claims by Federal, State, or local Government.

*c.* In this AR—

(1) "He" refers to both males and females.

(2) Soldier refers to commissioned and warrant officers and enlisted members.

**1-3. Explanation of terms.** *a. Creditor.* Any person or business that offers or extends credit, or to whom or to which a debt is owed. This term includes lending institutions (such as centralized charge systems) which, although not parties to the original transactions, seek help in collecting debts.

*b. Debt collector.* Any person or business that solely collects debts owed to another person or business.

*d. Dependent.* Spouse and children—to include stepchildren, and adopted or illegitimate children dependent on the soldier.

*e. Just financial obligation.* A legal debt acknowledged by the soldier in which there is no reasonable dispute as to the facts or the law; or one reduced to judgment. The judgment must conform to the Soldiers' and Sailors' Civil Relief Act of 1940, as amended (50 USC App, Sec. 501 et seq., (1970)) if applicable.

**1-4. Policy.** *a.* Soldiers must conduct their private affairs satisfactorily and must pay their debts promptly. The Army, however, has no legal authority to force soldiers to pay their debts; nor can the Army divert any part of their pay even though payment of the debt was decreed by a civil court. Only civil authorities can enforce payment of private debts.

*b.* Creditors who comply with chapter 4 will have their debt complaints processed.

*c.* Requests for help that do not comply with chapter 4 will be returned without action with an explanation (para 4-4).

*d.* The Army will revoke debt processing privileges for creditors who refuse to abide by this AR, or who are trying to use the Army as a debt collection agency (para 4-5).

*e.* The Army does not attempt to judge or settle disputed debts, or admit or deny whether complaints are valid. In no case will the Army tell complainants whether any adverse action has been taken against a soldier as a result of the complaint.

*f.* Unpaid debts that the soldier is not trying to resolve may be handled administratively (para 2-1d (11) and (12)).

*g.* Checks that are dishonored for any reason remain proof of indebtedness until—

(1) Made good, or

(2) Proven to be error of the financial institution on which drawn; this absolves the check writer of the fault (para 2-3).

*h.* When necessary, commanders and soldiers should seek help from the local Staff Judge Advocate's (SJA) office.

**1-5. Banks and credit unions.** *a.* Banks and credit unions located on military bases must apply DOD Standards of Fairness before making loans or credit agreements. Banks and credit unions which do not meet this requirement will be denied help in processing debt complaints.

b. If soldiers are referred to off-base branches of an on-post bank or credit union, the branches must also comply with the Standards of Fairness before making loans or credit agreements.

c. Interest rates and service charges for loans made by oversea military banking facilities are set by DOD.

d. Banks located on military installations and DOD credit unions, as defined in paragraph 1-2, AR 210-24, are exempt from the requirements of paragraph 4-4d and e.

#### **1-6. Fair Debt Collection Practices Act (15 USC 1692).**

a. A debt collector may not contact, as such, any person other than the soldier, his lawyer, or the creditor about any debt collection. The debt collector, however, may contact the employer if he has a written and signed consent from the soldier, or a court order. The written consent must include the debt collector's name. It is illegal for debt collectors to collect using another name.

b. Debt collectors who have obtained the required written consent or court order and who have complied with chapter 4 will have their debt complaints processed.

c. Creditors who collect only on their own behalf are exempt from the Act.

**1-7. Wage earner plans of the Bankruptcy Act.** Chapter XIII of the Bankruptcy Act (11 USC 1001, et seq.) provides for the protection and relief of wage earners. It also sets rules for paying debts under the supervision of US Federal District Courts. Care must be taken not to confuse "bankruptcy" and "wage earner plans" in order not to infringe on the rights of soldiers.

**1-8. Locator service.** a. Current military addresses for all active soldiers may be obtained by writing Commander, US Army Enlisted Records and Evaluation Center (USAEREC), Fort Benjamin Harrison, IN 46249. All requests must include the soldier's full name, rank, social security number, and the date and place of birth if social security number is not known. A check or money order for \$2.40 payable to the Treasurer of the United States must be inclosed with each request (AR 37-30).

b. If a debt collector knows the soldier is represented by a civilian lawyer or a military legal assistance officer, he must first contact one of them. If he does not know or cannot easily find out the name and address of the lawyer, or does not receive a response, he may then write to the above address. However, debt collectors must not use postcards nor state that the locator service is being sought in order to collect a debt; doing so would violate the Fair Debt Collection Practices Act (para 1-6).

## CHAPTER 2

### IMMEDIATE COMMANDER'S RESPONSIBILITY

**2-1. Commander's action.** The commander, on receipt of a complaint, will—

- a. Review the case to ensure that the terms of this AR have been met.
- b. Interview the soldier.
- c. Consult the SJA office if needed.
- d. Take the following action—

(1) If any of the terms of paragraph 4-3 have not been met by the creditor, return the complaint. Tell the writer that no action will be taken until those terms are met. (See app E for sample letters).

(2) Upon receipt of subsequent inquiries from HQDA, White House, Congress, or any other source, inform HQDA that—

(a) The creditor has been informed that his request lacked data or documentation.

(b) The commander regrets that he cannot process the complaint until the creditor provides the necessary data.

(c) A reply has previously been made to the creditor. Inclose a copy of the reply.

(3) If the creditor refuses or repeatedly fails to comply with any of these requirements, refer the complete case through channels to Commander, US Army Military Personnel Center (MILPERCEN), ATTN: DAPC-OPR-P, Alexandria, VA 22332, for commissioned and warrant officers, or ATTN: DAPC-EPA-P, Alexandria, VA 22331 for enlisted members. Include a recommendation stating your reasons why the creditor's debt processing privileges should be revoked.

(4) If the soldier was not given full disclosure information when the debt was incurred, refer him to the SJA office. The SJA office will advise if he has a right to file suit against the creditor. The soldier may be entitled to twice the amount of the finance charge, for a minimum of \$100 up to a maximum of \$1,000, plus court costs and lawyer fees. This does not apply to debts incurred before 30 June 1969.

(5) If in doubt as to the legality of the contract, consult the SJA office to ensure that the contract terms do not violate Federal and State laws.

(6) Accept as valid proof, claims based on court judgments, orders, or decrees. However, such court judgments may be rebutted by other evidence, such as conflicting decrees of other courts. In questionable cases, consult the SJA office before replying to the creditor.

(7) If the debt or the amount of the debt is disputed or denied by the soldier and the matter is justifiably controversial, reply directly to the creditor. Tell him that Army policy requires that disputed debts be settled by civil courts. *Do not*, in your reply, try to judge or settle any disputed debt; nor admit, or deny the validity of the claim.

(8) If the creditor has met all the requirements (see chap. 4), counsel the soldier. First, make sure that he is properly informed of his rights under the Privacy Act of 1974 (fig. 2-1). While counseling—

(a) Explain that Army policy requires soldiers to pay their just debts in a prompt and timely manner.

(b) Tell the soldier of his legal rights and duties, and of the counseling service available under the Legal Assistance Program (AR 608-50).

(c) Check all the facts, including his defenses, counterclaims, and overall financial situation during the period of the obligation.

(d) Urge him to seek budget counseling and consumer protection advice, if appropriate; for example, from on-post credit unions, Army Community Service Program Counselors (AR 608-1), or through financial management seminars or workshops.

(e) Help him in settling or in liquidating the debt. Give him a copy of DA Pam 360-520 (Credit: Master or Servant), if appropriate. Answer any questions that he might have.

## AR 600-15

(9) If the soldier admits the debt, reply promptly to the creditor. First consult paragraph 3-2, AR 340-21, to ensure that the answer meets the terms for disclosing data from government records. Inform the creditor that the soldier has been told of the complaint and state his plans for payment. Ask the creditor to write further, if necessary, directly to the soldier or his commander.

(10) Help the soldier and monitor the case closely. Take follow up action to ensure that the arrangements and promises of payment are carried out.

(11) Commanders will not tolerate irresponsibility, neglect, dishonesty, or evasiveness. Failure to pay just debts promptly and honorably may require disciplinary or administrative action.

(12) If the commander receives complaints of a soldier's repeated failure to pay his debts, he will decide if disciplinary action is warranted. (Article 15 or court-martial action may be initiated for violations of article 123a, Worthless checks, intent to deceive; Article 133, Conduct unbecoming an officer; and Article 134, Worthless checks, dishonorable failure to pay just debts.) Whether or not disciplinary action is taken, unpaid private debts which are not being resolved may be handled administratively. (See para 5-6 or 5-7, AR 600-20; para 5-12, AR 635-100 or para 14-33b(3), AR 635-200.) Debt complaints which reflect adversely on the soldier should be placed in his Official Military Personnel File (OMPF) and Military Records Jacket (MPRJ). (See chap. 3.)

**2-2. Procedures for routing complaints.** *a.* Forward debt complaints through proper channels to the soldier's immediate commander for action.

*b.* The command receiving the complaint will acknowledge the letter and inform the writer of the referral.

*c.* All correspondence to the President received from outside of DOD will be processed in accordance with AR 1-9.

*d.* Return to the writer all routine complaints concerning discharged or retired soldiers. Tell the writer that debts of discharged or retired

soldiers are outside the Army's responsibility. State that the command regrets that it cannot be of any help.

*e.* Forward complaints about soldiers released from active duty but assigned to the Reserves to US Army Reserve Components Personnel and Administration Center (RCPAC), ATTN: AGUVZ-PMT, 9700 Page Blvd, St Louis, MO 663132.

*f.* Forward complaints received after the soldier has been transferred to his new unit, if the latest assignment is known. If the new unit is not known, forward the complaint to the major oversea commander or the installation Adjutant General (AG), whichever applies. Write to the creditor and tell him—

(1) Of the approximate number of days normally required by the soldier to reach his new duty station.

(2) That further correspondence should be sent to the soldier or his commander at the new unit (give address), or the major command (if address is not known).

(3) Sample letters which may be used by commanders are in appendix E.

**2-3. Processing debt complaints based on dishonored checks.** *a.* Writing checks against an account with no or insufficient funds is a serious matter. It may be a misdemeanor or a felony; this depends on the amount of the check and the laws or statutes of the jurisdiction where the check is presented for payment. The soldier is responsible for making sure that money is in his bank account to cover checks written on that account. Writing bad checks may result in disciplinary or administrative action. Whether or not such action is taken, a dishonored check for insufficient funds remains proof of an indebtedness until redeemed by the soldier.

*b.* Commanders must respond to all check complaints, other than those in paragraph 2-3c below, even if such complaints concern check errors caused by oversight or negligence. (AR 608-16 outlines ways for handling dishonored checks written on Army installations and in Army facilities.)

*c.* Checks made good within 5 days of notifi-

cation do not require any action if the complaint is based on—

- (1) Bank or Government error.
- (2) Failure to date the check.
- (3) Incompatibility or illegibility of amounts shown on the check.
- (4) Lack of a legible signature.

d. Bad checks written by dependents are not processed under this AR. However, the SJA may find that they represent debts for which the soldier may be held personally liable under Federal or State laws (e.g., checks written for necessities, such as rent, utilities, or food). In such cases, this AR applies.

**2-4. Inquiries from MILPERCEN.** The commander must—

a. Furnish MILPERCEN complete data to *all* inquiries.

b. Seek the advice of the SJA before replying to a court order, if necessary.

c. State “not applicable” to items that do not apply.

d. Advise MILPERCEN, if applicable—

(1) Whether the soldier acknowledges the debt.

(2) The corrective action taken; include the amounts and dates payments will be made.

(3) The method of payment (e.g., personal check or money order).

(4) Whether the soldier agrees or refuses to complete DA Form 4817-R (Consent/Nonconsent to Disclose Personal Information) as required by the privacy act of 1974. DA Form 4817-R (fig. 2-2) is authorized for local reproduction on 8×5¼ inch paper.

(5) If a court order exists, whether the soldier is complying with the terms.

(6) Whether the soldier's actions comply with Army policy as stated in this AR.

(7) Include in the reply your name, unit address, and telephone number, including the AUTOVON prefix.

e. MILPERCEN inquiries received after the soldier has been transferred must be returned to MILPERCEN. Include a copy of his PCS orders.

**DATA REQUIRED BY THE PRIVACY ACT OF 1974**  
**(Allegation of indebtedness)**

*Authority.* Title 10 USC, Section 3012; Title 5 USC, Section 301—DOD Directive 1344.9.

*Principal Purpose.* To give you the opportunity to admit or deny the allegation of indebtedness, and to decide the necessary action.

*Routine Uses.* Personal information asked of you during this interview will be used as a basis to reply to the complainant. Army policy requires members to pay their just financial obligations promptly and honorably. Information obtained during this interview which reflects unfavorably upon you and which does not comply with Army policy (para. 2-1d (11) and (12)), will be forwarded to the Commander exercising general court-martial jurisdiction for review. If determined warranted, it will be kept in your Official Military Personnel File or Military Records Jacket.

*Disclosure of personal information is voluntary. However, your failure to give the needed information will hamper efforts to give you proper guidance, or otherwise help you as necessary. It may also result in disciplinary or administrative action for failure to pay just debts.*

*Figure 2-1.*

CONSENT/NONCONSENT TO DISCLOSE PERSONAL INFORMATION	
For use of this form, see AR 600-15; the proponent agency is MILPERCEN.	
<p>I <input type="checkbox"/> DO <input type="checkbox"/> DO NOT authorize disclosure regarding my admission/denial of the allegation of indebtedness to _____ _____.</p> <p>Release of this information is for the purpose of responding to the debt complaint.</p>	
SOLDIER'S SIGNATURE	DATE

DA Form 4817-R, 1 Oct 79

Figure 2-2.

## CHAPTER 3

### FILING ADVERSE DATA IN CASES OF INDEBTEDNESS

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**3-1. General.** *a.* All data on the qualifications of soldiers must be readily available in personnel records. This prevents choosing soldiers for positions of leadership, trust, and responsibility whose qualifications are questionable.

*b.* Creditors debt complaints that are not supported, rebutted satisfactorily, or those which do not cast serious doubt on the soldier's suitability for promotion or retention will be kept in the unit files, or destroyed under AR 340-2 or AR 340-18-7.

*c.* Cases which reflect adversely on soldiers will be placed in their OMPF and MPRJ where they will be reviewed. (See AR 640-10.) Care must be taken to protect soldiers' rights. (See para 3-2 and 3-3).

**3-2. Responsibility of immediate commander.** Upon receipt of a debt complaint, counsel and help the soldier. If the soldier repeatedly fails to pay his debts (para. 2-1d (11) and (12))—

*a.* Refer a copy of the case to the soldier for his acknowledgment and comments in accordance with para 2-6, AR 600-37.

*b.* Send through channels a complete copy of the case to the commander exercising general court-martial jurisdiction for review. Include all

letters, your justification, and the soldier's written statement.

*c.* If the case is returned (para 3-3b) continue to observe the soldier. Furnish him guidance and help, and consider later referral if warranted by further evidence.

**3-3. Responsibility of commanders exercising general court-martial jurisdiction.** *a.* Personally sign the indorsement authorizing the case to be placed in the soldier's OMPF and MPRJ—

(1) When review indicates the validity of the debt, and

(2) When the facts clearly show that the soldier has repeatedly failed to honor his financial obligations despite counseling and other corrective efforts.

(3) A notation "AR 600-37 complied with" will be entered in the right hand margin on such adverse information.

(4) The case may then be filed without further referral to the soldier. (See para 2-3g, AR 600-37.)

*b.* If the case does not merit filing in the soldier's OMPF and MPRJ, return the case with that decision to the immediate commander.

## CHAPTER 4

### CONDITIONS CREDITORS MUST MEET BEFORE OBTAINING ASSISTANCE IN DEBT PROCESSING

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**4-1. Authority.** *a.* The Truth-in-Lending Act, Public Law 90-321 (15 USC 1601), lists the *general disclosure* rules which must be met by creditors. It does not cover private parties who extend credit only rarely to help a person. (See para 4-6a.)

*b.* Federal Reserve Board Regulation Z (12 CFR 226) lists *specific disclosure* rules for all credit transactions under the Truth-in-Lending Act.

*c.* Certain States have rules that may apply to credit transactions in lieu of Federal Government Regulation Z. However, the Federal Reserve Board must first decide if the State sets largely the same rules and enforcement measures. States currently exempted from Regulation Z are Connecticut, Maine, Massachusetts, Oklahoma, and Wyoming.

*d.* DOD Standards of Fairness (app A) define fair and just dealings with soldiers. Chapter 4, DA Pam 360-520, contains simplified explanations of these standards. Note that certain debt complaints are exempted (para 4-6).

*e.* Certificate of Compliance (app B).

*f.* Full disclosure information (app C) shows what the soldier should know about contract terms.

**4-2. State laws.** Florida, Louisiana, Maryland, Massachusetts, New York, North Carolina, and Wisconsin have passed laws which forbid creditors from contacting employers. This includes commanders, unless certain conditions are met. These conditions are the reduction of a debt to court judgment, or the written permission of a debtor. Other States may enact similar laws; if so, the same conditions will apply. Creditors wanting to make use of the debt processing privilege must first certify their compliance with the relevant State's law regarding contact with an employer (app B). These laws, however, do

not apply if the debtor is located in a State that has not passed such a law.

**4-3. Debt processing.** *a.* Creditors, other than private parties described in paragraph 4-6a, must furnish—

(1) A signed copy of the Certificate of Compliance with DOD Standards of Fairness (apps A and B) showing compliance with—

- (a) The Truth-in-Lending Act, or
- (b) Federal Reserve Board Regulation Z,

or

- (c) State regulations.

(2) A true copy of the signed contract.

(3) The general and specific disclosure information provided the soldier before executing the contract (app C).

(4) Photostatic copies of actual correspondence, or

(5) Documentary proof showing that every effort has been made to obtain payment by direct contact with the soldier.

*b.* Foreign-owned companies having debt complaints must furnish—

(1) A true copy of the terms of the debt.

(2) A certification that they have met the DOD Standards of Fairness.

(3) An English translation of the above.

(4) Documentation as in paragraph *a* (4) and (5) above.

*c.* Creditors not subject to Regulation Z, such as public utility companies, will forward a certification with their request. It must state that no interest, finance charge, or other fee exceeds that permitted by the laws of the State in which the service was requested.

*d.* Creditors not subject to the Truth-in-Lending Act must submit—

(1) Photostatic copies of actual correspondence, or

(2) Documentary proof showing that every effort has been made to obtain payment by direct contact with the soldier (para 4-6).

*e.* Creditors who have complied with these terms may contact the unit commander for help. If unsuccessful, after reasonable efforts to collect the debt, they may request help from Commander, MILPERCEN. In such cases, the information must be the same as that furnished the unit commander. The request should be sent to CDR, MILPERCEN, ATTN: DAPC-OPR-P, Alexandria, VA 22332 for commissioned and warrant officers, or ATTN: DAPC-EPA-P, Alexandria, VA 22331, for enlisted members.

*f.* All requests for assistance must include—

- (1) The soldier's full name and rank.
- (2) His social security number, or
- (3) Date and place of birth, if social security number is not known.

(4) The amount and date of the original debt.

(5) The terms of payment.

(6) The balance due.

(7) Documents described in paragraph 4-3*a*, *b*, *c*, or *d*, as applicable.

*g.* Separate letters should be written on each account for prompt and efficient processing.

*h.* Letters lacking data will be returned for additional documents.

#### **4-4. Debt complaints returned to creditors without action.**

Requests for help in processing debt complaints will be returned without action with an explanation if—

*a.* Creditors did not inclose—

(1) Documents showing compliance with the Truth-in-Lending Act, Federal Reserve Board Regulation Z, or State Regulation.

(2) Signed copies of the Certificate of Compliance with DOD Standards of Fairness.

(3) A copy of Part I, appendix C (Full Disclosure Information), if it was completed before concluding the loan or credit contract.

(4) A completed copy of Part I (Full Disclosure) and Part II (Certificates of Compliance) of appendix C if—

(*a*) Part I of appendix C was not completed before concluding the loan or credit contract; or

(*b*) Unable to produce a copy of Part II signed by both parties.

(5) Signed copies of the contract.

(6) Photostatic copies of actual correspondence; or

(7) Documentary proof showing that every effort has been made to obtain payment by direct contact with the soldier.

*b.* The soldier is located in a State whose laws forbid creditors from contacting employers.

*c.* The claim is obviously false or misleading.

*d.* A loan or credit has been made to a soldier who—

(1) Cannot furnish credit references.

(2) Already has a delinquent debt with the creditor.

*e.* A loan or credit has been made without a credit check.

*f.* The finance charge does not conform to the State law where the contract is signed.

*g.* A US company operating overseas exceeds the lowest interest rate of the State or States where chartered or doing business in the United States.

*h.* The contract or loan agreement provides for a lawyer's fee in the event of default unless suit is filed. In such cases, the fee will not exceed 20 per cent of the amount found due. No lawyer fee will be authorized for salaried employees of the creditor.

*i.* A penalty for prepayment has been charged.

*j.* A charge has been made for an insurance premium without satisfactory proof of—

(1) A policy or insurance certificate having been issued, and

(2) Delivery of policy or certificate to the soldier within 30 days of issuance.

*k.* The late charge is in excess of 5 percent of the late payment, or \$5, whichever is the lesser amount. Only one late charge may be made for any late installment. Late charges will not be made where an allotment has been timely filed, but payment has been delayed.

*l.* The creditor has not given the soldier a chance to answer to a previous inquiry. (45 days for those in the contiguous 48 States and the District of Columbia; 60 days for all others).

*m.* The claimant is a debt collector without a court order or a signed letter of consent by the soldier (para 1-6).

#### **4-5. Cancellation of debt processing privilege.**

*a.* Creditors who refuse or repeatedly fail to comply with these terms will be referred through channels to Cdr, MILPERCEN (DAPC-OPR-P or DAPC-EPA-P) by the unit commander.

*b.* CG, MILPERCEN will cancel debt processing privileges if the queries clearly show that the creditor is—

(1) Not conforming with this AR.

(2) Trying to make unreasonable use of the debt processing privilege.

(3) Trying to use the Army as a collection agency.

*c.* CG, MILPERCEN will inform commanders world-wide by electrical message that the debt processing privilege of a specific creditor has been revoked.

*d.* CG, MILPERCEN will inform the creditor stating the reasons why his debt processing privilege has been revoked.

**4-6. Exemptions from Full Disclosure and Standards of Fairness.** The following debt complaints are exempt from the Full Disclosure and Standards of Fairness. This does not prevent the debtor from questioning service charges and negotiating a fair and reasonable settlement.

*a.* Claims from private parties selling personal items (e.g., car, furniture, appliances, etc.) on a one-time basis.

*b.* Claims from companies furnishing services in which credit is given only to facilitate the service (e.g., utilities, milk, laundry, and related services).

*c.* Claims by endorsers, comakers, or lenders who intend only to help the soldier in getting credit. These claims, however, may not benefit the above through receipt of interest or otherwise.

*d.* Claims for support of dependents (AR 608-99).

*e.* Contract for the purchase, sale, or rental of real estate.

*f.* Claims in which the total unpaid amount does not exceed \$50.

*g.* Claims based on a revolving or open-end credit account. The account must show—

(1) The periodic interest rate and the equivalent annual rate.

(2) The balance to which the interest is applied to compute the charge.

*h.* Liens on real property (e.g., a house). This does not include improvements or repairs.

## APPENDIX A

### STANDARDS OF FAIRNESS\*

**A-1.** No finance charge contracted for, made, or received under any contract shall be in excess of the charge which could be made for such contract under the law of the place in which the contract is signed in the United States by the military member.

*a.* In the event a contract is signed with a US company in a foreign country, the lowest interest rate of the State or States in which the company is chartered or does business shall apply.

*b.* However, interest rates and service charges applicable to overseas military banking facilities will be established by the Department of Defense.

**A-2.** No contract or loan agreement shall provide for an attorney's fee in the event of default unless suit is filed, in which event the fee provided in the contract shall not exceed 20 percent of the obligation found due. No attorney fees shall be authorized if the attorney is a salaried employee of the holder.

**A-3.** In loan transactions, defenses which the debtor may have against the original lender or its agent shall be good against any subsequent holder of the obligation. In credit transactions, defenses against the seller or its agent shall be good against any subsequent holder of the obligation, provided that the holder had actual knowledge of the defense or under conditions where reasonable inquiry would have apprised the holder of this fact.

**A-4.** The military member shall have the right to remove any security for the obligation beyond State or national boundaries if the military member or family moves beyond such boundaries under military orders and notifies the creditor, in advance of the removal, of the new address

where the security shall not accelerate payment of the obligation.

**A-5.** No late charge shall be made in excess of 5 percent of the late payment, or \$5 whichever is the lesser amount, or as provided by law or applicable regulatory agency determination. Only one late charge may be made for any tardy installment. Late charges will not be levied where an allotment has been timely filed, but payment of the allotment has been delayed. Late charges by overseas banking facilities are a matter of contract with the Department of Defense. Late charges by Federal credit unions are set at 20 percent of the interest due with a minimum of not less than 5 cents.

**A-6.** The obligation may be paid in full at any time or through accelerated payments of any amount. There shall be no penalty for prepayment and in the event of prepayment that portion of the finance charges which has inured to the benefit of the seller or the creditor shall be prorated on the basis of the charges which would have been ratably payable had finance charges been calculated and payable as equal periodic payments over the terms of the contract and only the prorated amount to the date of prepayment shall be due. As an alternative the "Rule of 78" may be applied.

**A-7.** If a charge is made for loan insurance protection, it must be evidenced by delivery of a policy or certificate of insurance to the military member within 30 days.

**A-8.** If the loan or contract agreement provides for payments in installments, each payment, other than the down payment, shall be in equal or substantially equal amounts, and installments shall be successive and of equal or substantially equal duration.

**A-9.** If the security for the debt is repossessed and sold in order to satisfy or reduce the debt, the repossession and resale will be governed by

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\*These standards may be reproduced locally. (See chap. 4, DA PAM 360-520, for a simplified explanation.)

**AR 600-15**

the laws of the State in which the security is requested.

**A-10.** A contract for personal goods and services may be terminated at any time before delivery of the goods or services without charge to the purchaser. However, if goods made to the special order of the purchaser result in preproduction costs, or require preparation for delivery, such additional costs will be listed in the order form or contract.

*a.* No termination will be made in excess of this amount. Contract for delivery at future

intervals may be terminated as to the undelivered portion.

*b.* The purchaser shall be chargeable only for that proportion of the total cost which the goods or services delivered bear to the total goods called for by the contract. (This is in addition to the right to rescind certain credit transactions involving a security interest in real estate provided by Public Law 90-321, "Truth-in-Lending Act," Section 125 (15 USC 1601 (1976)) and the Federal Reserve Board Regulation Z (12 CFR 226, 226.3, 226.9 (1978)).

**APPENDIX B**  
**CERTIFICATE OF COMPLIANCE\***  
**(Applicable only for debts incurred after 1 July 1969)**

I certify that the \_\_\_\_\_ upon extending  
 (Name of creditor)

credit to \_\_\_\_\_ on \_\_\_\_\_  
 (Name of soldier) (Date)

complied with the full disclosure requirements of the Truth-in-Lending Act and Regulation Z (or the laws and regulations of the State of \_\_\_\_\_), and that the attached statement is a true copy of the general and specific disclosures provided the soldier as required by law.

I also certify that, to the best of my knowledge \_\_\_\_\_  
 (Name)

is presently located in the State of \_\_\_\_\_ and that this inquiry conforms to the laws of the State regarding contact with the employer of a debtor.

I further certify that the Standards of Fairness set forth in appendix A of AR 600-15 have been applied to the consumer credit transaction to which this form refers. (If the unpaid balance has been adjusted as a consequence, the specific adjustments in the finance charge and the annual percentage rate should be set forth below.)

(Adjustments)

(Date of certification)

(Signature of creditor or  
authorized representative)

(Street)

(City, State, and ZIP code)

\* This format may be reproduced locally.

# APPENDIX C

## FULL DISCLOSURE INFORMATION

### PART I - FULL DISCLOSURE

A copy of this form or its equivalent should be provided to the servicemember in advance of executing the contract, and must be submitted with requests for debt processing assistance.

**A. IDENTIFICATION**

Date: \_\_\_\_\_

1. Purpose of loan or purchase _____	2. Security for loan _____
3. Borrower's name and address _____ _____	4. Creditor's name and address _____ _____
5. Name and address of creditor (if known) to whom the obligation is or will be payable, if other than above. _____ _____	6. Has creditor any financial ties with, or right of recourse against seller in event of default?  Yes <input type="checkbox"/> No <input type="checkbox"/>

**B. CONTRACT TERMS**

1. Quoted cash price of goods or services, or total amount of cash advanced.	\$ _____
2. Ancillary charges from which seller or lender receives no benefit, and which would be paid if this were a cash purchase: taxes; auto license fees; filing or recording fees paid or payable to a public official, etc.  a. _____ b. _____ c. _____  Total ancillary charges	_____ _____ _____ \$ _____
3. Total cash delivered price, or total amount of credit extended ( 1 + 2 )	\$ _____
4. Less down payment or trade-in allowance.	(\$ _____)
5. Unpaid cash balance to be financed ( 3 - 4 )	_____
6. Finance charges which benefit the seller or creditor, or entities in which either has an interest. These are charges which would not be made if this were a cash purchase:  a. Official fees for filing or recording credit instrument _____ b. Charges for investigating credit worthiness of borrower _____ c. Insurance premiums (life, disability, accident, health, other) _____ d. All other charges for extending credit _____  Total finance charges	_____ _____ _____ _____ \$ _____
7. Total amount to be repaid, in accordance with terms of agreement ( 5 + 6 )	\$ _____
8. To be repaid in _____ monthly installments, of \$ _____ each, with the first payment to be made on _____ (date).	_____
9. The finance charges expressed in approximate annual percentage rate (see reverse side and <b>Appendix D</b> ). All lenders and all sellers who regularly engage in credit sales must complete this item.	_____ %

C-0 \* Explain on reverse side if amount is to be repaid in other than level monthly payments.

**PART I - FULL DISCLOSURE (cont'd.)****C. CALCULATION OF APPROXIMATE ANNUAL  
PERCENTAGE RATE \***

1. Total finance charges (B. 6) . . . . . \$ \_\_\_\_\_
2. Total amount to be financed (B. 5) . . . . . \$ \_\_\_\_\_
3. Finance charges per \$100 financed . . . . . \$ \_\_\_\_\_  
(Divide 1 above by 2 above and  
multiply the result by \$100)
4. Number of monthly payments (B. 8) . . . . . \_\_\_\_\_
5. Determine annual percentage rate by using either:
  - a. DoD Annual Rate Table (Appendix D). This table will  
give an approximate annual percentage rate based on the  
actuarial method. These approximate rates will differ from  
precise calculations by no more than 1/4% at the left end  
of the table and not more than 1-1/2% at the right end of  
the table. Read down the left column of the table to the  
number of monthly payments (4 above). Read across to find  
between which pair of columns the finance charge per  
hundred (3 above) falls. Read up and find the approximate  
annual percentage rate at the head of the pair of columns, . . . \_\_\_\_\_ %
  - or -
  - b. A More Precise Actuarial Calculation based on standard  
annuity tables. . . . . \_\_\_\_\_ %

\* For purposes of this calculation, it is necessary to determine the number of equal monthly payments which would be required during the period of the contract, regardless of the actual repayment terms specified.

**REPAYMENT TERMS IF OTHER THAN LEVEL MONTHLY PAYMENTS**


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**PART II—Certificate of Compliance**

(If Part I is executed *before* the obligation is incurred)

I certify that (1) the Standards of Fairness (appendix A) have been applied to the loan or credit obligation to which this form refers, (2) a full disclosure of the terms of the obligation has been made by execution of appendix C, Part I or its equivalent, and (3) that a copy of this disclosure was furnished to the borrower (or debtor), whose signature is also indicated below, before the obligation was incurred.

\_\_\_\_\_  
Signature of borrower

\_\_\_\_\_  
Signature of creditor

\_\_\_\_\_  
(Date)

(If Part I is *not* executed before the obligation was incurred)

I certify that (1) the Standards of Fairness (appendix A) have been applied to the loan or credit obligation to which this form refers and that the unpaid balance owing has been adjusted in accordance therewith as reflected in an executed copy of appendix C, Part I, or (2) that the Standards of Fairness were applied at the time the loan was made and no adjustment is required in the transaction as indicated by the executed copy of appendix C, Part I.

\_\_\_\_\_  
Name of borrower

\_\_\_\_\_  
Signature of creditor

\_\_\_\_\_  
(Date)

(Locate appendix D, a fold-in page, at the end of the regular size pages.)

## APPENDIX E

### EXAMPLES OF REPLIES TO CREDITORS REQUEST FOR ASSISTANCE

#### DEPARTMENT OF THE ARMY (ORGANIZATION HEADING)

(Name and Address of Complainant)

Dear \_\_\_\_\_ :

Upon receipt of your letter of (date) , I interviewed (Rank & Name) on (date). (He or She) acknowledged the debt. The abbreviated reply checked below outlines (his or her) intention regarding payment or settlement.

1. ( ) The debt will be paid in full on (date).
2. ( ) Enclosed is a (check or money order) for \$\_\_\_\_.
3. ( ) The debt will be paid in monthly installments, including all arrearages. Enclosed is the first payment of \$\_\_\_\_. You should receive monthly payments of \$\_\_\_\_ not later than the (number) of each month.
4. ( ) The debt will be paid in monthly installments, including all arrearages. First payment will be made on (date). You should receive monthly payments in the amount of \$\_\_\_\_ not later than the (number) of each month.
5. ( ) (Rank & Name) is unable to pay the debt in full at this time, but will pay \$\_\_\_\_ per month until the debt is settled. Enclosed is the first payment. You should receive the monthly payments not later than the (number) of each month.
6. ( ) (Rank & Name) states that the debt was settled or account brought up to date on (date). I have personally verified the (canceled check, money order, or receipt) presented by (him or her).
7. ( ) (Rank & Name) (denies the obligation, or disputes the amount of the debt.) The Department of the Army has no legal authority to require members to pay their private debts. Therefore, your only course of action is to seek the help of the civil courts to resolve this matter.
8. ( ) I am unable to assist you until you provide me with the (Current Balance, Record of Payment, or other).
9. ( ) Other:

I trust this information is of assistance to you.

Sincerely,

A. B. CEE  
Colonel, USA Commanding

*Figure E-1. Sample letter No. 1*

Dear Sir:

This is in reply to your letter of (date). I am unable to assist you for the following reason:

1. ( ) The information furnished is insufficient to identify the individual. If you can give me (his or her) full name, social security number, or date and place of birth, I will try to assist you. When sending the needed information, return this letter and all inclosures.
2. ( ) (Rank and Name) is (on leave or temporary duty, or in the hospital), and is expected to return on or about (date). Upon return, I will interview (him or her) concerning this alleged indebtedness or financial obligation, and will write you regarding the outcome of the interview.
3. ( ) (Rank and Name) has been reassigned and your letter has been forwarded to (his or her) present commander for appropriate action and direct reply to you. (His or her) new address is (name of unit or major command).
4. ( ) This command has no record of (Rank and Name). You may obtain (his or her) current military address by writing to Commander, US Army Enlisted Records and Evaluation Center (USAEREC), Fort Benjamin Harrison, IN 46249. Enclose a check or money order for \$2.40 payable to the Treasurer of the United States. Include the member's full name, rank, social security number, or the date and place of birth, if social security number is not known.
5. ( ) Other:

I regret that I cannot be of assistance at this time.

Sincerely,

A. B. CEE  
Colonel, USA Commanding

*Figure E-2. Sample letter No. 2*

Dear \_\_\_\_\_:

This is in reply to your request for assistance regarding the alleged indebtedness of (Rank and Name).

It is the policy of the Department of the Army to assist in the collection of indebtedness only after there has been compliance by the creditor with the Federal Reserve Board's Regulation Z (12 CFR 226). This law is emphatic in its specifications, and in all fairness to the consumer as well as the creditor, the Department of the Army must be sure that all phases of the law governing indebtedness have been executed. A copy of the actual contract, bearing the debtor's signature, together with copies of any correspondence between the creditor and the debtor must be included. Also, a Certificate of Compliance with the Standards of Fairness and Full Disclosure must be included with each request for assistance.

Accordingly, your correspondence is being returned for the documentation listed above. Upon receipt of the documents required by law, I will be happy to assist you. Please return all the attached documents with your reply.

Sincerely,

A. B. CEE  
Colonel, USA Commanding

The proponent agency of this regulation is the US Army Military Personnel Center. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to HQDA(DAPC-EPA-P), Alexandria, Va 22331.

By Order of the Secretary of the Army:

**E. C. MEYER**

*General, United States Army  
Chief of Staff*

Official:

**J. C. PENNINGTON**

*Major General, United States Army  
The Adjutant General*

**DISTRIBUTION:**

To be distributed in accordance with DA Form 12-9A requirements for AR, Personnel General.

*Active Army: A*

*ARNG: C*

*USAR: D*



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APPENDIX D

**EXAMPLE**  
Finance charge = \$38; Total amount to be financed = \$250; Number of monthly payments = 24.  
**SOLUTION**  
Step 1 - Divide the finance charge by the total amount to be financed and multiply by 100. This gives the finance charge per \$100 of amount to be financed. That is,  $\$38 \div \$250 \times 100 = \$15.20$ .  
Step 2 - Follow down the left hand column of the table to the line for 24 months. Follow across this line until you find the two numbers between which the finance charge of \$15.20 falls. In this example \$15.20 falls between \$14.66 and \$15.86. Reading up between the two columns of figures you will see that the annual percentage rate is 14%. For the purpose of this directive the annual percentage rate is the rate appearing at the head of the two columns between which the finance charge per \$100 of total amount to be financed falls. (If the finance charge per hundred falls exactly on a tabular value, the lower percentage rate may be used.)

Number of : level monthly payments		Approximate annual rate																									
		5%	5 1/2%	6%	6 1/2%	7%	7 1/2%	8%	9%	10%	11%	12%	13%	14%	15%	16%	18%	20%	22%	24%	26%	28%	30%	33%	36%		
		(Finance charge per \$100 of balance to be financed)																									
1	\$0.40	\$0.44	\$0.48	\$0.52	\$0.56	\$0.60	\$0.65	\$0.71	\$0.77	\$0.83	\$0.96	\$1.02	\$1.09	\$1.16	\$1.23	\$1.30	\$1.38	\$1.46	\$1.54	\$1.62	\$1.70	\$1.78	\$1.86	\$1.94	\$2.02	\$2.10	
2	.59	.66	.72	.78	.84	.91	.97	1.06	1.14	1.21	1.31	1.44	1.57	1.69	1.82	1.94	2.13	2.31	2.48	2.63	2.88	3.04	3.29	3.54	3.79	4.04	
3	.79	.88	.96	1.04	1.13	1.21	1.29	1.42	1.50	1.59	1.76	1.94	2.09	2.26	2.43	2.59	2.85	3.18	3.48	3.84	4.21	4.57	4.93	5.29	5.65	6.01	
4	.99	1.10	1.20	1.31	1.41	1.51	1.62	1.73	1.84	1.94	2.10	2.28	2.43	2.58	2.73	2.88	3.19	3.57	3.95	4.32	4.69	5.06	5.43	5.80	6.17	6.54	
5	1.19	1.32	1.44	1.57	1.69	1.82	1.94	2.13	2.34	2.44	2.64	2.84	3.03	3.23	3.43	3.63	3.91	4.29	4.60	4.90	5.21	5.52	5.83	6.14	6.45	6.76	
6	1.39	1.54	1.68	1.83	1.98	2.13	2.27	2.42	2.57	2.72	2.90	3.08	3.26	3.44	3.62	3.80	4.07	4.34	4.61	4.88	5.15	5.42	5.69	5.96	6.23	6.50	
7	1.59	1.76	1.93	2.09	2.26	2.43	2.60	2.76	2.93	3.10	3.27	3.43	3.60	3.77	3.93	4.10	4.27	4.54	4.81	5.08	5.35	5.62	5.89	6.16	6.43	6.70	
8	1.79	1.98	2.17	2.36	2.55	2.74	2.93	3.12	3.31	3.50	3.69	3.88	4.07	4.26	4.45	4.64	4.83	5.02	5.21	5.40	5.59	5.78	5.97	6.16	6.35	6.54	
9	1.99	2.20	2.41	2.62	2.83	3.04	3.25	3.46	3.67	3.88	4.09	4.30	4.51	4.72	4.93	5.14	5.35	5.56	5.77	5.98	6.19	6.40	6.61	6.82	7.03	7.24	
10	2.19	2.42	2.65	2.88	3.11	3.34	3.57	3.80	4.03	4.26	4.49	4.72	4.95	5.18	5.41	5.64	5.87	6.10	6.33	6.56	6.79	7.02	7.25	7.48	7.71	7.94	
11	2.39	2.64	2.89	3.13	3.38	3.62	3.87	4.11	4.36	4.60	4.84	5.08	5.32	5.56	5.80	6.04	6.28	6.52	6.76	7.00	7.24	7.48	7.72	7.96	8.20	8.44	
12	2.59	2.87	3.14	3.41	3.68	3.94	4.21	4.48	4.75	5.02	5.29	5.56	5.83	6.10	6.37	6.64	6.91	7.18	7.45	7.72	7.99	8.26	8.53	8.80	9.07	9.34	
13	2.79	3.09	3.37	3.65	3.93	4.21	4.49	4.77	5.05	5.33	5.61	5.89	6.17	6.45	6.73	7.01	7.29	7.57	7.85	8.13	8.41	8.69	8.97	9.25	9.53	9.81	
14	2.99	3.31	3.63	3.95	4.27	4.59	4.91	5.23	5.55	5.87	6.19	6.51	6.83	7.15	7.47	7.79	8.11	8.43	8.75	9.07	9.39	9.71	10.03	10.35	10.67	10.99	
15	3.20	3.54	3.88	4.22	4.56	4.90	5.24	5.58	5.92	6.26	6.60	6.94	7.28	7.62	7.96	8.30	8.64	8.98	9.32	9.66	10.00	10.34	10.68	11.02	11.36	11.70	
16	3.40	3.76	4.12	4.47	4.82	5.17	5.52	5.87	6.22	6.57	6.92	7.27	7.62	7.97	8.32	8.67	9.02	9.37	9.72	10.07	10.42	10.77	11.12	11.47	11.82	12.17	
17	3.60	3.98	4.37	4.75	5.13	5.52	5.91	6.30	6.69	7.08	7.47	7.86	8.25	8.64	9.03	9.42	9.81	10.20	10.59	10.98	11.37	11.76	12.15	12.54	12.93	13.32	
18	3.80	4.21	4.62	5.02	5.42	5.82	6.23	6.63	7.03	7.43	7.83	8.23	8.63	9.03	9.43	9.83	10.23	10.63	11.03	11.43	11.83	12.23	12.63	13.03	13.43	13.83	
19	4.01	4.43	4.85	5.27	5.69	6.11	6.53	6.95	7.37	7.79	8.21	8.63	9.05	9.47	9.89	10.31	10.73	11.15	11.57	11.99	12.41	12.83	13.25	13.67	14.09	14.51	
20	4.21	4.65	5.11	5.56	6.01	6.46	6.92	7.38	7.84	8.30	8.75	9.21	9.67	10.13	10.59	11.05	11.51	11.97	12.43	12.89	13.35	13.81	14.27	14.73	15.19	15.65	
21	4.41	4.88	5.35	5.83	6.29	6.78	7.26	7.74	8.22	8.70	9.18	9.66	10.14	10.62	11.10	11.58	12.06	12.54	13.02	13.50	13.98	14.46	14.94	15.42	15.90	16.38	
22	4.62	5.11	5.60	6.10	6.59	7.09	7.59	8.09	8.59	9.09	9.59	10.09	10.59	11.09	11.59	12.09	12.59	13.09	13.59	14.09	14.59	15.09	15.59	16.09	16.59	17.09	
23	4.82	5.33	5.85	6.37	6.89	7.41	7.93	8.45	8.97	9.49	9.99	10.49	10.99	11.49	11.99	12.49	12.99	13.49	13.99	14.49	14.99	15.49	15.99	16.49	16.99	17.49	
24	5.02	5.55	6.10	6.64	7.18	7.72	8.26	8.80	9.34	9.88	10.42	10.96	11.50	12.04	12.58	13.12	13.66	14.20	14.74	15.28	15.82	16.36	16.90	17.44	17.98	18.52	
25	5.23	5.79	6.35	6.91	7.47	8.03	8.59	9.15	9.71	10.27	10.83	11.39	11.95	12.51	13.07	13.63	14.19	14.75	15.31	15.87	16.43	16.99	17.55	18.11	18.67	19.23	
26	5.43	6.01	6.60	7.18	7.77	8.36	8.95	9.54	10.13	10.72	11.31	11.90	12.49	13.08	13.67	14.26	14.85	15.44	16.03	16.62	17.21	17.80	18.39	18.98	19.57	20.16	
27	5.64	6.24	6.84	7.44	8.04	8.64	9.24	9.84	10.44	11.04	11.64	12.24	12.84	13.44	14.04	14.64	15.24	15.84	16.44	17.04	17.64	18.24	18.84	19.44	20.04	20.64	
28	5.84	6.47	7.10	7.73	8.36	8.99	9.62	10.25	10.88	11.51	12.14	12.77	13.40	14.03	14.66	15.29	15.92	16.55	17.18	17.81	18.44	19.07	19.70	20.33	20.96	21.59	
29	6.05	6.70	7.35	8.00	8.65	9.30	9.95	10.60	11.25	11.90	12.55	13.20	13.85	14.50	15.15	15.80	16.45	17.10	17.75	18.40	19.05	19.70	20.35	21.00	21.65	22.30	
30	6.25	6.92	7.60	8.28	8.96	9.64	10.32	11.00	11.68	12.36	13.04	13.72	14.40	15.08	15.76	16.44	17.12	17.80	18.48	19.16	19.84	20.52	21.20	21.88	22.56	23.24	
31	6.46	7.15	7.85	8.55	9.25	9.95	10.65	11.35	12.05	12.75	13.45	14.15	14.85	15.55	16.25	16.95	17.65	18.35	19.05	19.75	20.45	21.15	21.85	22.55	23.25	23.95	
32	6.66	7.38	8.10	8.82	9.54	10.26	10.98	11.70	12.42	13.14	13.86	14.58	15.30	16.02	16.74	17.46	18.18	18.90	19.62	20.34	21.06	21.78	22.50	23.22	23.94	24.66	
33	6.87	7.61	8.35	9.10	9.84	10.58	11.32	12.06	12.80	13.54	14.28	15.02	15.76	16.50	17.24	17.98	18.72	19.46	20.20	20.94	21.68	22.42	23.16	23.90	24.64	25.38	
34	7.08	7.84	8.61	9.37	10.13	10.89	11.65	12.41	13.17	13.93	14.69	15.45	16.21	16.97	17.73	18.49	19.25	20.01	20.77	21.53	22.29	23.05	23.81	24.57	25.33	26.09	
35	7.28	8.07	8.86	9.65	10.45	11.25	12.05	12.84	13.64	14.43	15.23	16.02	16.82	17.61	18.41	19.20	20.00	20.79	21.59	22.38	23.18	23.97	24.77	25.56	26.36	27.15	
36	7.49	8.30	9.11	9.93	10.																						